
ORDINANCE NO. _____

APPROVING FRANCHISE CONTRACT
OF MARCH 6, 1941, CITY OF
FORT WAYNE TO GENERAL CABLE
CORPORATION AND ESSEX WIRE
CORPORATION

FORT WAYNE

DECLARATORY RESOLUTION NUMBER 727 - 1941

RESOLVED, That the Board of Public Works of the City of Fort Wayne, Indiana, desires to enter into a Franchise or Contract granting to GENERAL CABLE CORPORATION and ESSEX WIRE CORPORATION the right to use over Wall Street and Swinney Avenue in said City of Fort Wayne af a single track railroad switch track, and that the following is the exact form in which such Franchise or Contract is to be finally adopted and executed on behalf of said City of Fort Wayne, to-wit:

THIS CONTRACT AND AGREEMENT, Made and entered into this 13th day of February, 1941, by and between the City of Fort Wayne, by and through its Board of Public Works, Party of the First Part, and General Cable Corporation and Essex Wire Corporation, parties of the Second Part, WITNESSETH:

WHEREAS, the Parties of the Second Part desire to procure and maintain a side track connecting the main tracks of the Pennsylvania Railroad Company with the manufacturing plants of said Second Parties in order to facilitate shipping to and from said plants of such property as Parties of the Second Part may desire;

AND, WHEREAS, said Railroad Company is willing to construct said side track and furnish such shipping facilities, now,

THEREFORE, In consideration of the covenants and agreements to be performed and complied with by the Parties of the Second Part as hereinafter provided, consent, permission, and authority are hereby granted and given by the Party of the First Part, to Parties of the Second Part, to continue to maintain and operate, or cause to be maintained and operated, a single track railroad across Wall Street and Swinney Avenue, now located between Phenie Street and the St. Mary's River, and from time to time hereafter to relocate, construct, maintain and operate, or cause to be operated, a single track railroad across said named streets, at any location west of Phenie Street and east of the St. Mary's River, but not further east than the present location of said switch track, in the City of Fort Wayne, Allen County, Indiana, such present location of said switch track being in accordance with the plat hereto attached and made a part hereof, on which plat the line and route of said present side track across said streets is marked and indicated by the red line thereon.

It is understood and agreed that the consent, permission and authority herein given and granted are upon the following terms and conditions:

1. If the Parties of the Second Part hereafter desire to relocate and reconstruct said track, at any time during the term of this contract, they shall not, in so doing, obstruct the streets above mentioned for any length of time in excess of five (5) days consecutively.
2. Said track shall not be elevated above, and shall be so constructed and maintained as to at all times conform with, the established grade of the streets hereinabove named, as such grade shall from time to time exist, and in such a manner as to in no way be an impediment to the order and proper use thereof for all purposes by the public in passing along, upon, and across said track at any point thereof. That said track and the rails thereof shall conform with the grades of the streets now established or to be hereafter established by said City, and subject at all times to be taken up and relaid by said Parties of the Second Part at their own expense for the purpose of reggrading, paving, repaving or repairing such streets, and for the purpose of constructing or repairing sewers, laying or repairing water mains or other pipes, or for any public improvement; and in case it becomes necessary, in the opinion of said Board of Public Works, to take up said track for any of the purposes above enumerated, or in case said track shall not conform with the grade of said streets as above provided, said Board shall notify said Parties of the Second Part that it is, in the opinion of said Board, necessary to take up said track for any of said purposes, or that said track does not conform with the grade of said streets, as the case may be, and said Parties of the Second Part shall take up said track for

such purpose within such reasonable time and for such reasonable length of time as the said Board may in said notice require in case such notice is as to repairs or improvements, as above stated; they shall make said track conform to any such grade within thirty (30) days time from receiving such notice, in case such notice is as to the grade of such streets; and upon the failure of Second Parties so to do, said Board of Public Works shall have the right to take up such track, to make such improvements or repairs, or to make such track conform to such grade, and charge the costs thereof to said Second Parties, and in case said Second Parties shall fail to pay such costs or expense within thirty (30) days from the time said Board shall have rendered a bill therefor, said City shall have a right of action to recover such costs or expense against Second Parties, together with a reasonable attorney fee for the collection thereof.

3. If said streets are hereafter paved or repaved, Second Parties shall pay for so much thereof as lies between the rails of said track, and for the space of two feet on each side thereof, and in case any such pavements are constructed, such track shall be removed and relaid to conform with the grade of such streets as paved, and the foundation laid at the expense of said parties under the ties of such track of ten (10) inches of concrete. That Second Parties shall repair said part of streets in the manner and at such times as the Board of Public Works may desire, and shall at all times keep said portions of said streets in good condition and repair. In the paving or repaving of said streets, the kind of material between the tracks, and for the space of two feet on the outside of the outer rails thereof, shall be determined by the Board of Public Works.

4. No cars shall be operated upon or over said street crossings, except cars devoted entirely to the shipping of property of, or to, the Second Parties, their tenants, lessees, successors and assigns. Immediately before any car or cars shall be operated on said tracks, such illuminated signals shall be given to travelers on the highway of the approach of such car or cars, as may be ordered by said Board of Public Works from time to time.

5. The Parties of the Second Part shall so construct and maintain said tracks as not in anyway to interfere with the drainage of surface waters on said streets, and shall comply with the directions of the Board of Public Works as to the manner of constructing said track.

6. It is understood and agreed that the City of Fort Wayne retains full use of the easement now owned by it for the construction, maintenance, and repair of a sewer, gas, water, telephone, and other electrical lines, poles and wires over or near which this track is located, or may hereafter be relocated and constructed, and the Second Parties agree to remove any part of said track that may be necessary to enable said City to repair, replace or reconstruct any of said lines, poles, wire, etc., from time to time, and upon the failure of Second Parties, their successors and assigns, so to do, after reasonable notice, the City may remove the same and shall have the right thereafter to collect from Second Parties, their successors and assigns, any amounts expended in so doing.

7. In the event that claim is made against said City for damages to any person, persons, or property arising out of the construction, maintenance or operation of said tracks or the operation of any cars thereon, by any person or corporation, the City shall give Second Parties written notice thereof within thirty (30)

days after notice thereof has been served upon said City, and in the event that suit is filed against said City on account of any such injuries or damage, said City shall give notice to Second Parties of the filing of such action within thirty (30) days after the commencement thereof, and after receiving such notices Second Parties shall defend such action at their ~~own~~ expense and, in the event that thereafter judgment shall be rendered in such action against said City, Second Parties will indemnify and hold said City free and harmless therefrom.

8. Second Parties shall execute to the Party of the First Part a bond in the penal sum of Ten Thousand (\$10,000.00) Dollars conditioned for the faithful performance of the terms of this contract on their part to be kept and performed, and will thereafter furnish such sufficient surety thereon as said Board of Public Works may require from time to time.

9. If Second Parties fail hereafter to comply with and perform any of the provisions of this Contract, the consent, permission, and authority herein granted shall at once terminate, and Second Parties shall forfeit all rights hereunder, and thereupon shall cause the removal at their expense, of all track that may be laid hereunder, and place said streets in as good and safe condition for travel and of the same material as the remainder thereof.

10. It is understood that the rights granted to the Second Parties and the obligations upon them, shall be construed as being both joint and several, and that either may transfer to the other its rights under this contract, subject to the conditions herein set forth, and that the provisions limiting the use of said tracks to property shipped to or from the Second Parties herein shall be construed to include, however, property shipped to or from any of their tenants or lessees, but neither this Contract, nor the rights of the Second Parties hereunder, shall otherwise be transferred or assigned by Second Parties without the written consent of such Board of Public Works first being had and procured, and in the event that this contract is assigned and transferred upon written consent from the Board of Public Works, as above provided, the conditions herein shall be binding on the successors and assigns of said Parties of the Second Part.

11. The consent, permission, and authority hereby granted shall continue for a period of ten (10) years from the date hereof.

WITNESS our hand and seals.

ATTEST:

Chas. F. Hess
Secretary of Board of Public
Works

CITY OF FORT WAYNE

BY _____

Board of Public Works

GENERAL CABLE CORPORATION

BY _____

Its _____

ESSEX WIRE CORPORATION

BY _____

Its President

RESOLVED, FURTHER, That the ⁶~~27~~^{March}th day of February, 1941,
at 7:30 1'clock, P. M., of said day, is hereby fixed as the
time at which said franchise or contract will be finally
considered and adopted.

RESOLVED, FURTHER, That said General Cable Corporation and
Essex Wire Corporation shall, at their own expense, cause the
full and complete text of said franchise or contract to be
published one time, at least one week before said time fixed
for such hearing thereon, with the time and place of such
hearing, in the Fort Wayne News-Sentinel and in the Fort Wayne
Journal Gazette. Said hearing to be held in the office of the
Board of Public Works in the City Hall of Fort Wayne, Indiana.
A copy of such proposed franchise or contract and notice
of the time and place fixed for the hearing thereof shall like-
wise be posted in ten (10) public places in the City of Fort
Wayne, Indiana

ADOPTED this 13th day of February, 1941.

Robert H. Glavin
David Lewis
J. H. Johnson
Board of Public Works of the
City of Fort Wayne.

ATTEST:

Char. F. Hess
Secretary

F R A N K H I S S E

DECLARATORY RESOLUTION
NO. 727-1941

Resolution of the Board of Public Works of the City of Fort Wayne, Indiana, fixing the form of Contract with the GENERAL CABLE CORPORATION and ESSEX WIRE CORPORATION, to continue to maintain and operate, or cease to be maintained and operated, a single track railroad across Wall Street and Swinney Avenue, now located between Phenie Street and the St. Mary's River.

ADOPTED: Feb. 13, 1941, 7:30 PM

NOT. TAX PAYERS: Feb. 15, 1941

HEARING: Thurs. March 6, 1941, 7:30
P.M.

CONFORMATORY RESOLUTION ADOPTED:
Thursday, March 6, 1941, 7:30 P.M.

ORDERED SENT TO COUNCIL:
Tues. March 11, 1941, 8:00 P. M.

CITY OF FORT WAYNE
INTER-OFFICE COMMUNICATION

DATE February 11, 1941

TO Board of Public Works

SUBJECT General Cable Corporation and Essex Wire Corporation Contract

Gentlemen: The attached is the Resolution for the General Cable Franchise. The Resolution should be presented at the Board meeting Thursday night at 7:30 P. M. Publication should be the 15th of February, 1941, once in both newspapers and hearing date is set for the ⁶~~27~~^{march}th day of February, 1941, at 7:30 P. M.

Sincerely yours,



WALTER E. HELMKE

WEH:JS

CONFIRMATORY RESOLUTION NO. 727 - 1941

CITY OF FORT WAYNE

WHEREAS, the Board of Public Works of the City of Fort Wayne, Allen County, Indiana, at a meeting of said Board of Public Works duly held on the 13th day of February, 1941, did determine the exact form in which a contract to and with General Cable Corporation and Essex Wire Corporation, giving said corporations the right to maintain and operate, or cause to be maintained and operated, a single track railroad across Wall Street and Swinney Avenue, now located between Phenie Street and the St. Mary's River, and from time to time hereafter to relocate, construct, maintain and operate, or cause to be operated, a single track railroad across said named streets, at any location west of Phenie Street and east of the St. Mary's River, but not further east than the present location of said switch track, in the City of Fort Wayne, was to be finally adopted, and fixed the 6th day of March, 1941, at the hour of 7:30 o'clock P.M., at the regular meeting place of said Board of Public Works in the City Hall of said City, as the time and place at which said contract was to be finally considered by said Board of Public Works; and

WHEREAS, proof of publication of the full and complete text of said proposed contract, and of the time and place fixed for the hearing thereon, in the FORT WAYNE NEWS-SENTINEL on the 15th day of February, 1941, and in the FORT WAYNE JOURNAL-GAZETTE on the 15th day of February, 1941, they being two daily newspapers of general circulation printed in the English language in said City of Fort Wayne, Allen County, Indiana, and proof of the posting of notice of the full and complete text of said

proposed contract in ten public places within the said City of Fort Wayne, on the 18th day of February, 1941, has been duly made and all of the terms and provisions of the statutes of the State of Indiana with relation thereto have been fully complied with; and

WHEREAS, at this meeting of the Board of Public Works of the City of Fort Wayne, held on the 6th day of March, 1941, commencing at the hour of 7:30 o'clock P.M., a public hearing was had on said contract, and no protest has been filed by any taxpayer of said City to the granting or making of such contract, it is now, on motion made and seconded:

RESOLVED, That the Board of Public Works of the City of Fort Wayne now enter into, make and execute the said contract to and with said General Cable Corporation and Essex Wire Corporation in the manner and form proposed and determined by this Board of Public Works at its meeting on the 13th day of February, 1941, as it appears in the records of said meeting.

Adopted this 6th day of March, 1941.

ATTEST:

Char. F. Hess.
Clerk of said Board

David Lewis.
J. H. Johnson
BOARD OF PUBLIC WORKS OF THE
CITY OF FORT WAYNE

CONFIRMATORY RESOLUTION
NO. _____

CITY OF FORT WAYNE

6 ~~TH~~ THIS CONTRACT AND AGREEMENT, Made and entered into this day of ~~February~~ 1941, by and between the City of Fort Wayne, by and through its Board of Public Works, Party of the First Part, and General Cable Corporation and Essex Wire Corporation, parties of the Second Part, WITNESSETH:

WHEREAS, the Parties of the Second Part desire to procure and maintain a side track connecting the main tracks of the Pennsylvania Railroad Company with the manufacturing plants of said Second Parties in order to facilitate shipping to and from said plants of such property as Parties of the Second Part may desire;

AND, WHEREAS, said Railroad Company is willing to construct said side track and furnish such shipping facilities, now,

THEREFORE, In consideration of the covenants and agreements to be performed and complied with by the Parties of the Second Part as hereinafter provided, consent, permission, and authority are hereby granted and given by the Party of the First Part, to Parties of the Second Part, to continue to maintain and operate, or cause to be maintained and operated, a single track railroad across Wall Street and Swinney Avenue, now located between Phenie Street and the St. Mary's River, and from time to time hereafter to relocate, construct, maintain and operate, or cause to be operated, a single track railroad across said named streets, at any location west of Phenie Street and east of the St. Mary's River, but not further east than the present location of said switch track, in the City of Fort Wayne, Allen County, Indiana, such present location of said switch track being in accordance with the plat hereto attached and made a part hereof, on which plat the line and route of said present side track across said streets is marked and indicated by the red line thereon.

It is understood and agreed that the consent, permission and authority herein given and granted are upon the following terms and conditions:

1. If the Parties of the Second Part hereafter desire to relocate and reconstruct said track, at any time during the term of this contract, they shall not, in so doing, obstruct the streets above mentioned for any length of time in excess of five (5) days consecutively.

2. Said track shall not be elevated above, and shall be so constructed and maintained as to at all times conform with, the established grade of the streets hereinabove named, as such grade shall from time to time exist, and in such a manner as to in no way be an impediment to the order and proper use thereof for all purposes by the public in passing along, upon, and across said track at any point thereof. That said track and the rails thereof shall conform with the grades of the streets now established or to be hereafter established by said City, and subject at all times to be taken up and relaid by said Parties of the Second Part at their own expense for the purpose of regrading, paving, repaving or repairing such streets, and for the purpose of constructing or repairing sewers, laying or repairing water mains or other pipes, or for any public improvement; and in case it becomes necessary, in the opinion of said Board of Public Works, to take up said track for any of the purposes above enumerated, or in case said track shall not conform with the grade of said streets as above provided, said Board shall notify said Parties of the Second Part that it is, in the opinion of said Board, necessary to take up said track for any of said purposes, or that said track does not conform with the grade of said streets, as the case may be, and said Parties of the Second Part shall take up said track for such purpose within such reasonable time and for such reasonable length of time as the said Board may in said notice require in case such notice is as to repairs or improvements, as above stated;

they shall make said track conform to any such grade within thirty (30) days time from receiving such notice, in case such notice is as to the grade of such streets; and upon the failure of Second Parties so to do, said Board of Public Works shall have the right to take up such track, to make such improvements or repairs, or to make such track conform to such grade, and charge the costs thereof to said Second Parties, and in case said Second Parties shall fail to pay such costs or expense within thirty (30) days from the time said Board shall have rendered a bill therefor, said City shall have a right of action to recover such costs or expense against Second Parties, together with a reasonable attorney fee for the collection thereof.

3. If said streets are hereafter paved or repaved, Second Parties shall pay for so much thereof as lies between the rails of said track, and for the space of two feet on each side thereof, and in case any such pavements are constructed, such track shall be removed and relaid to conform with the grade of such streets as paved, and the foundation laid at the expense of said parties under the ties of such track of ten (10) inches of concrete. That Second Parties shall repair said part of streets in the manner and at such times as the Board of Public Works may desire, and shall at all times keep said portions of said streets in good condition and repair. In the paving or repaving of said streets, the kind of material between the tracks, and for the space of two feet on the outside of the outer rails thereof, shall be determined by the Board of Public Works.

4. No cars shall be operated upon or over said street crossings, except cars devoted entirely to the shipping of property of, or to, the Second Parties, their tenants, lessees, successors and assigns. Immediately before any car or cars shall be operated on said tracks, such illuminated signals shall be given to travelers on the highway of the approach of such car or cars, as may be ordered by said Board of Public Works from time to time.

5. The Parties of the Second Part shall so construct and maintain said tracks as not in anyway to interfere with the drainage of surface waters on said streets, and shall comply with the directions of the Board of Public Works as to the manner of constructing said track.

6. It is understood and agreed that the City of Fort Wayne retains full use of the easement now owned by it for the construction, maintenance, and repair of a sewer, gas, water, telephone, and other electrical lines, poles and wires over or near which this track is located, or may hereafter be relocated and constructed, and the Second Parties agree to remove any part of said track that may be necessary to enable said City to repair, replace or reconstruct any of said lines, poles, wire, etc., from time to time, and upon the failure of Second Parties, their successors and assigns, so to do, after reasonable notice, the City may remove the same and shall have the right thereafter to collect from Second Parties, their successors and assigns, any amounts expended in so doing.

7. In the event that claim is made against said City for damages to any person, persons, or property arising out of the construction, maintenance or operation of said tracks or the operation of any cars thereon, by any person or corporation, the City shall give Second Parties written notice thereof within thirty (30) days after notice thereof has been served upon said City, and in the event that suit is filed against said City on account of any such injuries or damage, said City shall give notice to Second Parties of the filing of such action within thirty (30) days after the commencement thereof, and after receiving such notices Second Parties shall defend such action at their own expense and, in the event that thereafter judgment shall be rendered in such action against said City, Second Parties will indemnify and hold said City free and harmless therefrom.

8. Second Parties shall execute to the Party of the First Part a bond in the penal sum of Ten Thousand (\$10,000.00) Dollars conditioned for the faithful performance of the terms of this contract on their part to be kept and performed, and will thereafter furnish such sufficient surety thereon as said Board of Public Works may require from time to time.

9. If Second Parties fail hereafter to comply with and perform any of the provisions of this Contract, the consent, permission, and authority herein granted shall at once terminate, and Second Parties shall forfeit all rights hereunder, and thereupon shall cause the removal at their expense, of all track that may be laid hereunder, and place said streets in as good and safe condition for travel and of the same material as the remainder thereof.

10. It is understood that the rights granted to the Second Parties and the obligations upon them, shall be construed as being both joint and several, and that either may transfer to the other its rights under this contract, subject to the conditions herein set forth, and that the provisions limiting the use of said tracks to property shipped to or from the Second Parties herein shall be construed to include, however, property shipped to or from any of their tenants or lessees, but neither this Contract, nor the rights of the Second Parties hereunder, shall otherwise be transferred or assigned by Second Parties without the written consent of such Board of Public Works first being had and procured, and in the event that this contract is assigned and transferred upon written consent from the Board of Public Works, as above provided, the conditions herein shall be binding on the successors and assigns of said Parties of the Second Part.

11. The consent, permission, and authority hereby granted shall continue for a period of ten (10) years from the date hereof.

WITNESS our hand and seals.

CITY OF FORT WAYNE

BY

Robert G. Beams

ATTEST:

Char. F. Kern

Secretary of Board of Public Works

David Lewis

J. H. Johnson
Board of Public Works

GENERAL CABLE CORPORATION

BY

Daniel
Its Vice President

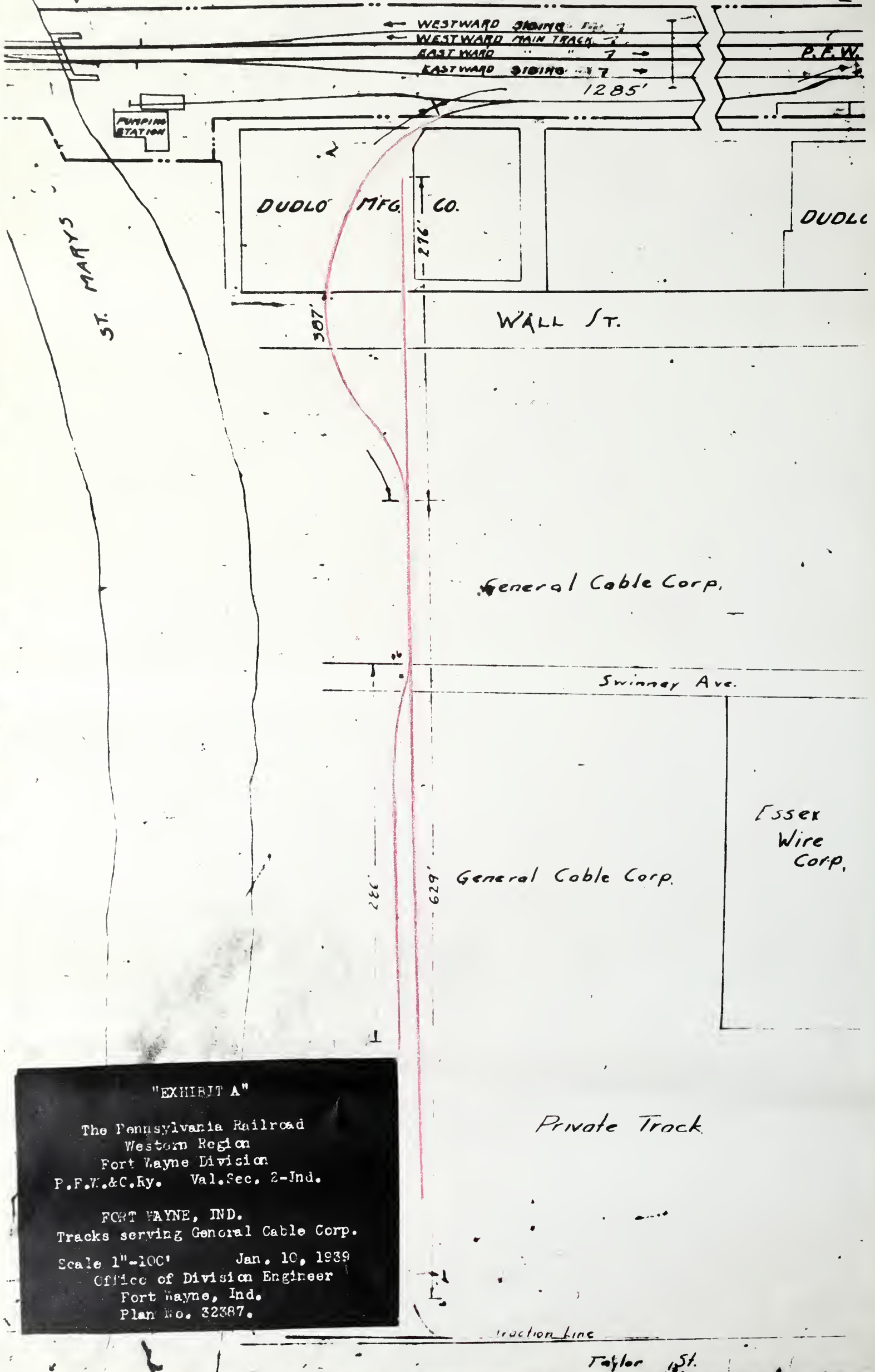
ESSEX WIRE CORPORATION

BY

Edmund J. O'Brien
Its President

MP NO. 320.9

MP320+3187



"EXHIBIT A"

The Pennsylvania Railroad
Western Region
Fort Wayne Division
P.F.W.&C.Ry. Val.Sec. 2-Ind.

FORT WAYNE, IND.
Tracks serving General Cable Corp.
Scale 1"-100' Jan. 10, 1939
Office of Division Engineer
Fort Wayne, Ind.
Plan No. 32387.

Traction Line

Taylor St.

FRANCHISE CONTRACT
for
RAILROAD SWITCH TRACKS

CITY OF FORT WAYNE
to
GENERAL CABLE CORPORATION
ESSEX WIRE CORPORATION

PROOF OF PUBLICATION

STATE OF INDIANA, ALLEN COUNTY, SS.

In the City of Fort Wayne, _____ A. D. 19__

Personally appeared before the undersigned

A. F. SCHERER

who being duly sworn according to law, says that he is the **SECRETARY** of the

Fort Wayne Journal-Gazette

a Daily Newspaper of general circulation printed and published in said County and State; and that the notice herewith attached was published in the said Fort Wayne Journal-Gazette

One times successively, the first publication being on the 15 day of Feb 1941;
the second on the _____ day of _____ 19__;
the third on the _____ day of _____ 19__;
the fourth on the _____ day of _____ 19__;

SUBSCRIBED AND SWORN to before me this

15 day of Feb 1941

Elizabeth C. Warkentin
Notary Public, Allen County.

My commission expires May 18, 1941

under 5 lbs., 18c; Leghorns hens, 3 up, 15c; cocks, 10@12c; Rock springer to 5½ lbs., 20c; Rock broilers, 2 to lbs., 20c; ducks, white, 5 lbs. up, geese, 14c; rabbits, 13c; capons, 7 up, 23c; under 7 lbs., 21c.

CHICAGO PRODUCE

CHICAGO, Feb. 14.—(UP)—Poultry—Receipts 31 trucks; market steady to colored broilers 18c; Plymouth broilers 19c; white Rock broilers 19c. Butter—Receipts 894,890 lbs.; market steady; (93 score) 30¼@30½c; (92 score) 30c; (91 score) 29¾c; (90 score) 29c; (89 score) 29c, cars 29c; score 28½c, cars 28½c.

Eggs—Receipts 18,886 cases; market weak; extra firsts 16¾c, cars 17@17½c; firsts 16½c, cars 16¾@17c; current receipts 15½c; dirties 14¾c; checks 14c. Cheese—Twins 15¾@16c; Daisies 16¼@16½c.

Potatoes—Arrivals 86 cars; on 236 cars; total shipments 852 cars; prices liberal; demand moderate; market steady to firm; Idaho Russet Burbank \$1.47@1.52½; Minnesota and North Dakota Red river valley section Cobb 95c; Early Ohio 80c; Bliss Triumphs, washed, 82½@95c; Wisconsin Green Maines \$1.10; Nebraska Bliss Triumph washed, \$1.35.

NEW YORK PRODUCE

NEW YORK, Feb. 14.—(UP)—(Potatoes are quoted per 100 lbs., generally No. 1 grade, unless otherwise designated.) Market steady; Idaho Russets \$1.90@2.05; 50-lb. bag 95c@1.05; Bakers, box \$1.20, 10-lb. bag 21@28c; Maine Golden Mountain \$1.15@1.25, 50-lb. bag 65c; braskas and Wyoming 50-lb. bag \$1.15; Long Island \$1.00@1.35; Connecticut \$1.15; Florida bu. crates \$1.00@1.15. Sweet Potatoes—Market steady; (bbls) Jersey 60c@2.25; southern 50c@1.85; southern yams 75c@1.85. Flour—Market easy; spring patents \$5.60.

Pork—Market steady; mess export \$2 bbl. Lard—Market barely steady; middle spot \$6.40@6.50.

Pressed Poultry—Market steady; chickens, frozen, boxes, 18@28c; fresh broilers, bbl. 21½@24c; capons, western, first 23½@30, slips 23@25½c; fresh and frozen fowls 15½@21½c; Long Island ducks 1.1. bbl.-crate, frozen, 15½@16½c; western geese, frozen, 13@15c. Turkeys—Not western young hens and toms, fresh frozen 17@25c; old hens and toms 12c; southwestern young hens and toms frozen, 15@23c; old hens and toms 12c; western young hens and toms, frozen 16@24c; old hens and toms 18½@20c.

Live Poultry—Market steady and quiet; turkey hens and young toms 18@20c; old roosters 14c; fowls 17@21c; chickens 18@23c; capons 23@25c; broilers 18@20c; pullets, crosses, medium, 25c.

Cheese—Market firm for cured grades; fresh dull and easy; state whole milk held 1939 25@25¾c; current make first and June, 1940, 17¼@22½c; Wisconsin current make fresh and June, 1940, 12c, held 1939 24¼@25¼c.

Butter—Receipts 487,270 lbs.; market held steady; creamery higher than score) 31@31¾c; creamery (92 score) 30¾c; creamery (90 to 91 score) 30½c; creamery (88 to 89 score) 29½c; creamery (84 to 87 score) 27@29c.

Eggs—Receipts 19,456 cases; market weak; fancy to extra fancy 19@20c; extras 18¾c; firsts 18c; current receipts 16¾@17c; seconds 15½@16¾c; medium 16c; dirties 16c; checks 14¾@15c; refrigerator best 15½@16c; refrigerator poor 14½@15¼c.

White Eggs—Nearby and midwest exchange specials 20¼@20½c; nearby

PROOF OF PUBLICATION

INDIANA, ALLEN COUNTY, SS.

A. D. 19__

NOTICE TO TAXPAYERS

TO WHOM IT MAY CONCERN

Public notice is hereby given that at the meeting of the Board of Public Works of the City of Port Wayne, Indiana, on the 13th day of February, 1941, the following was determined the following as the exact form of a franchise or contract to be entered into with General Cable Corporation and Essex Wire Corporation, to-wit:

THIS CONTRACT AND AGREEMENT, Made and entered into this 13th day of February, 1941, by and between the City of Port Wayne, by and through its Board of Public Works, Party of the First Part, and General Cable Corporation and Essex Wire Corporation, parties of the Second Part, WITNESSETH:

WHEREAS, the Parties of the Second Part desire to procure and maintain a side track connecting the main tracks of the Pennsylvania Railroad Company with the manufacturing plants of said Second Parties in order to facilitate shipping to and from said plants of such property as Parties of the Second Part may desire;

AND, WHEREAS, said Railroad Company is willing to construct said side track and furnish such shipping facilities, now;

THEREFORE, in testimony of the covenants and agreements to be performed and complied with by the Parties of the Second Part as herein provided, consent, permission, and authority are hereby granted and given by the Party of the First Part, to the effect of the Second Part, to continue to maintain and operate, or cause to be maintained and operated, a single track railroad across Wall Street and Swinney Avenue, now located between Phenix Street and the St. Mary's River, and from time to time hereafter to relocate, construct, maintain and operate, or cause to be operated, a single track railroad across said named streets, at any location west of Phenix Street and east of the St. Mary's River, but not further east than the present location of said switch track, in the City of Port Wayne, Allen County, Indiana, such present location of said switch track being in accordance with the plat hereto attached and made a part hereof, on which plat the line and route of said present side track across said streets is marked and indicated by the red line thereon.

It is understood and agreed that the consent, permission and authority herein given and granted are upon the following terms and conditions:

1. If the Parties of the Second Part hereafter desire to relocate and reconstruct said track, at any time during the term of this contract, they shall not in so doing obstruct the streets above mentioned for any length of time in excess of five (5) days consecutively.

2. Said track shall not be elevated above, and shall be so constructed and maintained as to at all times conform with the established grade of the streets herein named, as such grade shall from time to time exist, and in such a manner as to in no way be an impediment to the order and proper use thereof for all purposes by the public in passing along upon and across said track at any point thereof. That said track and the rails thereof shall conform with the grades of the streets now established or to be hereafter established by said City, and subject to all lines to be taken up and relaid by said Parties of the Second Part at their own expense for the purpose of grading, paving, repaving or repairing such streets, and for the purpose of constructing or repairing sewers, laying or repairing water mains or other pipes, or for any public improvement; and in case it becomes necessary, in the opinion of said Board of Public Works, to take up said track for any of the purposes above enumerated, or in case said track shall not conform with the grade of said streets as above provided, said Board shall notify said Parties of the Second Part that it is, in the opinion of said Board, necessary to take up said track for any of said purposes, or that said track does not conform with the grade of said streets, as the case may be, and said Parties of the Second Part shall take up said track for such purpose within such reasonable time and for such reasonable length of time as the said Board may in said notice require, in case such notice is as to repairs or improvements, at above stated; they shall make said track conform to any such grade within thirty (30) days from time of receiving such notice, in case such notice is as to the grade of such streets; and upon the failure of Second Parties so to do, said Board of Public Works shall have the right to take up such track, to make such improvements or repairs, or to make such track conform to such grade, and charge the costs thereof to said Second Parties, and, in case said Second Parties shall fail to pay such costs or expenses within thirty (30) days from the time said Board shall have rendered a bill therefor, said City shall have a right of action to recover such costs or expense against Second Parties, together with a reasonable attorney fee for the collection thereof.

3. If said streets are hereafter paved or repaved, Second Parties shall pay for so much thereof as lies between the rails of said track, and for the space of two feet on each side thereof, and in case any such pavements are constructed, such track shall be removed and relaid to conform with the grade of such streets as paved and the foundation laid at the expense of said parties under the line of each track of ten (10) inches of concrete. That Second Parties shall repair said part of streets in the manner and at such times as the Board of Public Works may desire.

Usual at all times keep said portions of said streets in good condition and repair, the part of the crossing of said track, the kind of material between the rails, and for the space of two feet on side of the outer rails thereof, shall be maintained by the Board of Public Works.

4. Cars shall be operated upon across street crossings, except cars devoted to the shipping of property of, or for the use of, said Second Parties, their successors and assigns, and shall immediately before any car or cars shall be operated on said tracks, such illuminated signals shall be given to travelers on the highway of the approach of such car or cars, as may be ordered by said Board of Public Works from time to time.

5. The Parties of the Second Part shall so construct and maintain said tracks as to cause no damage to the drainage of surface waters on said streets, and shall comply with the directions of the Board of Public Works as to the manner of constructing said track.

6. It is understood and agreed that the City of Port Wayne retains full use of the easement now owned by it for the construction, maintenance, and repair of a sewer, gas, water, telephone, and other electrical lines, poles and wires over or near which this track is located, or may hereafter be relocated and constructed, and the Second Parties agree to remove any part of said track that may be necessary for the relocation of said lines, poles, wires, etc., from time to time, and upon the failure of Second Parties, their successors and assigns, to so do, after reasonable notice, the City may remove the same and shall be entitled to the right thereto to collect from Second Parties, their successors and assigns, any amounts expended in so doing.

7. In the event that claim is made against said City for damages to any person, person, or property arising out of the construction, maintenance or operation of said tracks or the operation of any car thereon, by or by reason or operation of the City shall give Second Parties written notice thereof within thirty (30) days after notice thereof has been served upon said City, and in the event that suit is filed against said City on account of any such claim, said City shall give notice to Second Parties of the filing of such action within thirty (30) days after the commencement thereof, and after receiving such notice Second Parties shall defend such action at their own expense and, in the event that the judgment shall be rendered in such action against said City, Second Parties shall indemnify and hold said City free and harmless therefrom.

8. Second Parties shall execute to the Party of the First Part a bond in the penal sum of Ten Thousand (\$10,000.00) Dollars conditioned for the faithful performance of the terms of this contract on their part to be kept and performed, and will therefor furnish such sufficient security thereon as said Board of Public Works may require from time to time.

9. If Second Parties fail hereafter to comply with and perform any of the provisions of this Contract, the consent, permission, and authority herein granted shall at once terminate, and Second Parties shall forfeit all rights hereunder, and thereupon shall cause the removal at their expense, of all track that may be laid hereunder, and place said streets in as good and safe condition for travel and of the same material as the remainder thereof.

10. It is understood that the rights granted to the Second Parties and the obligations upon them, shall be construed as being both joint and several, and that either may transfer to the other its rights under this contract, subject to the conditions herein set forth, and that the provisions limiting the use of said tracks to properly shipped to or from the Second Parties herein shall be construed to include, however, property shipped to or from any of their tenants or lessees, but neither this Contract, nor the rights of the Second Parties hereunder, shall otherwise be transferred or assigned by Second Parties without the written consent of such Board of Public Works first being had and procured, and in the event that this contract is assigned and transferred upon written consent from the Board of Public Works, as above provided, the conditions herein shall be binding on the successors and assigns of said Parties of the Second Part.

11. The consent, permission, and authority hereby granted shall continue for a period of ten (10) years from the date hereof.

Witness our hand and seals

CITY OF PORT WAYNE

By _____

Board of Public Works.

Attest: _____

Secretary of Board of Public Works,

GENERAL CABLE CORPORATION

By _____

Essex Wire Corporation

By _____

Its President

Public notice is further given that said Board also filed the 8th day of March, 1941, at 3:30 o'clock P. M., as the time and the office of the Board of Public Works of the City of Port Wayne, in the City Hall, corner of Barr and Barr Streets, Port Wayne, Indiana, at the place at which said franchise or contract will be finally considered and adopted.

Dated this 13th day of February, 1941

ROBERT G. GRAMS,

DAVID LEWIS,

Board of Public Works of the City of Port Wayne

Attest: Chas. F. Hess, Clerk-Secretary,

Feb. 13, 1941.

personally appeared before the undersigned

A. F. SCHERER

being duly sworn according to law, says that he

SECRETARY

of the

Port Wayne Journal-Gazette

Newspaper of general circulation printed and

published in said County and State; and that the

herewith attached was published in the said

Port Wayne Journal-Gazette

times successively, the first publication

in the 15 day of Feb 1941;

and on the day of 19__;

and on the day of 19__;

and on the day of 19__.

Subscribed and Sworn to before me this

day of Feb 1941

Elizabeth C. Waskwinder

Notary Public, Allen County.

Commission expires May 18, 1941

Proof of Publication

No. _____

25.

Filed _____ 19____
Publisher's Fee \$ 4.70

held 1939 25¢/25½¢; current make fresh and June, 1940, 17½¢/22½¢; Wisconsin current make fresh and June, 1940, 17½¢/22½¢; held 1939 24½¢/25½¢.
Butter—Receipts 467,770 lbs.; market held steady; creamery higher 1 lbm. (2 score) 31¢/31½¢; creamery (92 score) 30½¢; creamery 100 to 94 score 30½¢/30½¢; creamery 185 to 89 score 29½¢/30¢; creamery 184 to 87 score 27½¢/29¢.
Eggs—Receipts 19,456 cases; market weak; fancy to extra fancy 19¢/20½¢; extras 18½¢; firsts 16¢; current receipts 18½¢/17½¢; seconds 15½¢/16½¢; mediums 16¢; dirties 16¢; checks 14½¢/13¢; refrigerator best 13½¢/16¢; refrigerator poor 14½¢/15¢.
White Eggs—Nearby and midwestern exchange specials 20½¢/20½¢; nearby and midwestern standards 19½¢/21½¢; nearby and midwestern exchange mediums 18½¢/19¢; Pacific coast jumbo and premiums 27¢/30¢; Pacific coast specials 25½¢/27½¢; Pacific coast standards 24½¢/25¢; Pacific coast mediums 23¢/22½¢.
Brown Eggs—Nearby and midwestern specials 19½¢/20¢.

CINCINNATI POTATOES, ONIONS

CINCINNATI, Feb. 14.—(P)—Onions.—50-lb. bags U. S. No. 1s Michigan Yellows, 75¢/85¢; Indiana Yellows, 75¢/85¢; Colorado Spanish 3-inch, \$1.00/1.00; 2 to 2½-inch \$0.25¢/1.10; White Valencias, \$1.15¢/1.35.
Potatoes.—Old stock, 100-lb. bags Idaho Russets U. S. No. 1, washed, \$1.70¢/1.75; unwashed, \$1.60¢/1.65; commercials mostly \$1.50; Minnesota-North Dakota U. S. No. 1 Triumph, \$1.20¢/1.30; washed, \$1.35¢/1.50; Cobblers and Early Ohio, \$1.30¢/1.35; Maine Green Mountains U. S. No. 1, \$1.50; Michigan Round Whites U. S. No. 1, \$1.25; Nebraska Triumphs U. S. No. 1, \$1.75; Commercial, \$1.40¢/1.50; new stock bushel crates Triumph, Florida U. S. No. 1, size A, \$1.60¢/1.50; Texas bushel crates, Triumph, size A and B, \$1.40.

Barley—No. 2 malting 62¢; feed 45¢/55¢ nominal; malting 58¢/60¢ nominal.
Field seeds per 100 lbs., nominal—Timothy seed 34.00; alfalfa 42.50¢/42.00; fancy red top 37.50¢/38.00; red clover 38.00¢/40.00; sweet clover 35.50¢/40.00.
Cash Provisions—Lard #612 nominal; lard #535 nominal; leaf #550 nominal; butter #11.12 nominal.

CLEVELAND CASH GRAIN AND HAY

CLEVELAND, Feb. 14.—(UP)—Wheat—No. 2, 92¼¢/93¼¢; No. 1, 93¼¢/94¼¢.
Corn—No. 3, 43¼¢/43½¢; No. 2, 43½¢/44¼¢.
Corn—No. 3, 70¼¢/71¼¢; No. 2, 71¼¢/71½¢.
Flour—Spring first patents, 40.50¢/41.50¢; spring standard patents, 38.35¢/39.35¢; flour clear, 36.50¢/37.50¢.
Mill Feed—Flour middlings, 57.00¢/57.50¢; winter wheat bran, 52.25¢/52.50¢; standard middlings, 52.25¢/52.50¢; spring wheat bran, 52.00¢/52.25¢; hominy feed, 52.75¢/53.00¢; 34 per cent oil meal, 52.00¢/52.25¢; 42 per cent cottonseed meal, 53.50¢/54.00¢; corn gluten, 54.50¢.
Hay—Timothy No. 1, \$12.00; No. 2, \$10.50; No. 3, \$7.50; light clover mixed No. 1, \$12.25; No. 2, \$11.25; heavy clover hay No. 1, \$12.00; No. 2, \$10.50; soy bean No. 1, \$14.50; alfalfa, first cutting, \$10.75; second cutting, \$12.50.

CLEVELAND POULTRY AND EGGS

CLEVELAND, Feb. 14.—(P)—Live poultry steady; colored fowls heavy 18¢; medium 16¢/20¢; Leghorn fowls 15¢/16¢; springers smooth 21¢; Rock broilers 3 lbs and up 21¢/22¢; Leghorn broilers under 2 lbs 19¢/20¢; ducks 6 lbs. and up 17¢; ducks small and ordinary 13¢/14¢; turkeys young hens 21¢/22¢; fowls 15¢/16¢; old roosters 10¢/12¢; stags heavy 15¢/16¢; Leghorn 12¢; capons 25¢/28¢; fat geese 15¢; ordinary 12¢.
Government Oiled Eggs in Cases—Extras, large white 24½¢; standard large 23¢; extra, medium white 19½¢; standards, medium white 19½¢.

WISCONSIN CHEESE

PLYMOUTH, Wis., Feb. 14.—(P)—Cheese quotations for the next week: Wisconsin Cheese Exchange: Danes, U. brick, 13½¢; horns, 15¢; cheddars, 14½¢. Farmers' Club Board: Twins, 23¢; daisies, 15¢; horns, 15¢; cheddars, 14½¢.

CHICAGO ONIONS

CHICAGO, Feb. 14.—(UP)—50-lb. sacks—Illinois Yellows 85¢/78¢; Wisconsin and Indiana Yellows 65¢/70¢; Michigan Yellows 65¢/70¢; Colorado Sweet Spanish \$1.30.

SAVANNAH TURPENTINE

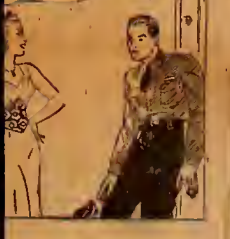
SAVANNAH, Feb. 14.—(P)—Turpentine 32, offerings 12, sales 600 gallons; receipts 17 shipments 110; stock 10,242.

NEW YORK SPOT COFFEE

NEW YORK, Feb. 14.—(P)—Spot coffee steady; Santos No. 4 86¢/87¢; Rio No. 7 5½¢.

By **STRIEBEL and McEVOY**

"I AM! —
WHAT'RE
WAITING FOR?"



Fort Wayne Journal-Gazette
FORT WAYNE, INDIANA

No. _____

Proof of Publication

vs. _____

Filed _____ 19
Publisher's Fee - - \$ 47¹⁰

PROOF OF PUBLICATION

STATE OF INDIANA, ALLEN COUNTY, SS.

In the City of Fort Wayne,

February 19th A. D. 1941

NOTICE TO TAXPAYERS.

To whom it may concern:

Public notice is hereby given that at the meeting of the Board of Public Works of the City of Fort Wayne, Indiana, on the 13th day of February, 1941, said Board determined the following as the exact form of a franchise or contract to be entered into with General Cable Corporation and Essex Wire Corporation, to-wit:

THIS CONTRACT AND AGREEMENT, made and entered into this day of February, 1941, by and between the City of Fort Wayne, by and through its Board of Public Works, Party of the First Part, and General Cable Corporation and Essex Wire Corporation, parties of the Second Part, WITNESSETH:

WHEREAS, the Parties of the Second Part desire to procure and maintain a side track connecting the main tracks of the Pennsylvania Railroad Company with the manufacturing plants of said Second Parties in order to facilitate shipping to and from said plants of such property as Parties of the Second Part may desire;

AND, WHEREAS, said Railroad Company is willing to construct said side track and furnish such shipping facilities, now.

THEREFORE, in consideration of the covenants and agreements to be performed and complied with by the Parties of the Second Part as hereinafter provided, consent, permission, and authority are hereby granted and given by the Party of the First Part, to Parties of the Second Part, to continue to maintain and operate, or cause to be maintained and operated, a single track railroad across Wall Street and Swinney Avenue, now located between Phenie Street and the St. Mary's River, and from time to time hereafter to relocate, construct, maintain and operate, or cause to be operated, a single track railroad across said named streets, at any location west of Phenie Street and east of the St. Mary's River, but not further east than the present location of said switch track, in the City of Fort Wayne, Allen County, Indiana, such present location of said switch track being in accordance with the plat hereto attached and made a part hereof, on which plat the line and route of said present side track across said streets is marked and indicated by the red line thereon.

It is understood and agreed that the consent, permission and authority herein given and granted are upon the following terms and conditions:

1. If the Parties of the Second Part hereafter desire to relocate and reconstruct said track, at any time during the term of this contract, they shall not, in so doing, obstruct the streets above mentioned for any length of time in excess of five (5) days consecutively.

2. Said track shall not be elevated above, and shall be so constructed and maintained as to at all times conform with the established grade of the streets hereinabove named, as such grade shall from time to time exist, and in such a manner as to in no way be an impediment to the order and proper use thereof for all purposes by the public in passing along, upon, and across said track at any point thereof. That said track and the rails thereof shall conform with the grades of the streets now established or to be hereafter established by said City, and subject at all times to be taken up and relaid by said Parties of the Second Part at their own expense for the purpose of regrading, paving, repaving or repairing such streets, and for the purpose of constructing or repairing sewers, laying or repairing water mains or other pipes, or for any public improvement; and in case it becomes necessary, in the opinion of said Board of Public Works, to take up said track for any of the purposes above enumerated, or in case said track shall not conform with the grade of said streets, as above provided, said Board shall notify said Parties of the Second Part that it is, in the opinion of said Board, necessary to take up said track for any of said purposes, or that said track does not conform with the grade of said streets, as the case may be, and said Parties of the Second Part shall take up said track for such purpose within such reasonable time and for such reasonable length of time as the said Board may in said notice require in case such notice is as to repairs or improvements, as above stated; they shall make said track conform to any such grade within thirty (30) days time from receiving such notice, in case such notice is as to the grade of such streets; and upon the failure of Second Parties so to do, said Board of Public Works shall have the right to take up such track, to make such improvements or repairs, or to make such track conform to such grade, and charge the costs thereof to said Second Parties, and in case said Second Parties shall fail to pay such costs or expense within thirty (30) days from the time said Board shall have rendered a bill therefor, said City shall have a right of action to recover such costs or expense against Second Parties, together with a reasonable attorney fee for the collection thereof.

3. If said streets are hereafter paved or repaved, Second Parties shall pay for so much thereof as lies between the rails of said track, and for the space of two feet on each side thereof, and in case any such pavements are constructed, such track shall be removed and relaid to conform with the grade of such streets as paved, and the foundation laid at the expense of said parties under the ties of such track of ten (10) inches of concrete. That Second Parties shall repair said part of streets in the manner and at such times as the Board of Public Works may desire, and shall at all times keep said portions of said streets in good condition and repair. In the paving or repaving of said streets, the kind of materi-

al between the tracks, and for the space of two feet on the outside of the outer rails thereof, shall be determined by the Board of Public Works.

4. No cars shall be operated upon or over said street crossings, except cars devoted entirely to the shipping of property of, or to, the Second Parties, their tenants, lessees, successors and assigns. Immediately before any car or cars shall be operated on said tracks, such illuminated signals shall be given to travelers on the highway of the approach of such car or cars, as may be ordered by said Board of Public Works from time to time.

5. The Parties of the Second Part shall so construct and maintain said tracks as not in any way to interfere with the drainage of surface waters on said streets, and shall comply with the directions of the Board of Public Works as to the manner of constructing said track.

6. It is understood and agreed that the City of Fort Wayne retains full use of the easement now owned by it for the construction, maintenance, and repair of a sewer, gas, water, telephone, and other electrical lines, poles and wires over or near which this track is located, or may hereafter be relocated and constructed, and the Second Parties agree to remove any part of said track that may be necessary to enable said City to repair, replace or reconstruct any of said lines, poles, wires, etc., from time to time, and upon the failure of Second Parties, their successors and assigns, so to do, after reasonable notice, the City may remove the same and shall have the right thereafter to collect from Second Parties, their successors and assigns, any amounts expended in so doing.

7. In the event that claim is made against said City for damages to any person, persons, or property arising out of the construction, maintenance or operation of said tracks or the operation of any cars thereon, by any person or corporation, the City shall give Second Parties written notice thereof within thirty (30) days after notice thereof has been served upon said City, and in the event that suit is filed against said City on account of any such injuries or damage, said City shall give notice to Second Parties of the filing of such action within thirty (30) days after the commencement thereof, and after receiving such notices Second Parties shall defend such action at their own expense and, in the event that thereafter judgment shall be rendered in such action against said City, Second Parties will indemnify and hold said City free and harmless therefrom.

8. Second Parties shall execute to the Party of the First Part a bond in the penal sum of Ten Thousand (\$10,000.00) Dollars conditioned for the faithful performance of the terms of this contract on their part to be kept and performed, and will thereafter furnish such sufficient surety thereon as said Board of Public Works may require from time to time.

9. If Second Parties fail hereafter to comply with and perform any of the provisions of this Contract, the consent, permission, and authority herein granted shall at once terminate, and Second Parties shall forfeit all rights hereunder, and thereupon shall cause the removal at their expense, of all track that may be laid hereunder, and place said streets in as good and safe condition for travel and of the same material as the remainder thereof.

10. It is understood that the rights granted to the Second Parties and the obligations upon them, shall be construed as being both joint and several, and that either may transfer to the other its rights under this contract, subject to the conditions herein set forth, and that the provisions limiting the use of said tracks to property shipped to or from the Second Parties herein shall be construed to include, however, property shipped to or from any of their tenants or lessees, but neither this Contract, nor the rights of the Second Parties hereunder, shall otherwise be transferred or assigned by Second Parties without the written consent of such Board of Public Works first being had and procured, and in the event that this contract is assigned and transferred upon written consent from the Board of Public Works, as above provided, the conditions herein shall be binding on the successors and assigns of said Parties of the Second Part.

11. The consent, permission, and authority hereby granted shall continue for a period of ten (10) years from the date hereof.

WITNESS our hand and seals.
CITY OF FORT WAYNE,

BY

Board of Public Works.

ATTEST:

Secretary of Board of Public Works,
GENERAL CABLE CORPORATION

BY

Its
ESSEX WIRE CORPORATION

By

Its President,

Public notice is further given that said Board also fixed the 6th day of March, 1941, at 7:30 o'clock p.m., as the time, and the office of the Board of Public Works of the City of Fort Wayne, in the City Hall, corner of Barr and Berry Streets, Fort Wayne, Indiana, as the place, at which said franchise or contract will be finally considered and adopted.

Dated this 13th day of February, 1941.

ROBERT G. BEAMS,

DAVID LEWIS,

Board of Public Works of the
City of Fort Wayne.

ATTEST: CHAS. F. HESS,

Secretary.

2-15.

ed before the undersigned, Martha
g duly sworn according to law, saith
ry-Treasurer of

Wayne News-Sentinel,

of general circulation, printed and
nty and State, and that the notice
published in the said Fort Wayne

daily edition for one times,

ing on the 15th

uary, 1941; the second on

day of , 19

day of

19; and the fourth on

day of , 19

described and Sworn To before me, this

day of February, 1941

Wayne News-Sentinel

Notary Public.

March 7, 1944

COLORED MAPS OF THE
SEASON OF 1941.
Prof. Selby Maxwell has pro-
duced a map of the weather for
the United States for the sea-
son of 1941. This fine map is
printed on substantial paper in
five colors, and shows wet, dry,
hot and cold conditions for the
entire growing season. You can
use it during the entire season
of 1941 to check off the weather
as it happens in your own lo-
cality. Address your request for
this beautiful colored weather
map for 1941 to Prof. Selby Max-
well, of this newspaper.

POTENTIALLY A WHIRLWIND

WEEK'S

STRAW JACKETS OF some imported
liquors recently were found harbor-
ing stalks of wild vetch containing
vetch weevils, a destructive Euro-
pean pest.

THUNDER
IN WHIRL
LIKE THIS

February 19th A. D. 1941

Personally appeared before the undersigned, Martha
L. Branning, who, being duly sworn according to law, saith
that she is the Secretary-Treasurer of

The Fort Wayne News-Sentinel,

a Daily Newspaper of general circulation, printed and
published in said County and State, and that the notice
herewith attached was published in the said Fort Wayne

News-Sentinel in the daily edition for one times,

the first publication being on the 15th

day of February, 1941; the second on

the day of, 19

and the third on the day of

19; and the fourth on

the day of, 19

Subscribed and Sworn To before me, this

19th day of February, 1941

Faye L. Landeman

Notary Public.

My Commission expires March 7, 1944

PROOF OF POSTING

STATE OF INDIANA)
) SS:
ALLEN COUNTY

EDWARD F. STIER, being first duly
sworn, upon his oath deposes and says that on the 18th day of
February, 1941, affiant posted notices, of which a copy
is attached hereto, in ten (10) public places in the City
of Fort Wayne, Allen County, Indiana, as follows:

On Bulletin Board:

1. East door of Allen County Court House;
2. Main hall, first floor, City Hall;

On Telephone Post:

3. Southwest corner alley intersection in 1500 block Taylor Street;
4. 1200 block College Street, Southeast corner of alley intersection;
5. 900 Block VanBuren St., northeast corner alley intersection;
6. 500 Block Clinton St., northeast corner alley intersection;
7. 1100 Block Lafayette St., southwest corner alley intersection;
8. 1300 Block Barr Street, southeast corner alley intersection;
9. 1200 Block Webster St., southeast corner alley intersection;
10. 1000 Block Ewing St., southeast corner alley intersection;

Further affiant saith not.

Edward F. Stier

Subscribed and sworn to before me, a Notary Public
in and for said County and State, this 20th day of February,
1941.

Arthur W. Barry
Notary Public

My Commission Expires:
Oct. 5, 1941

GAL. 1—NOTICE TO TAXPAYERS

NOTICE TO TAXPAYERS

TO WHOM IT MAY CONCERN:

Public notice is hereby given that at the meeting of the Board of Public Works of the City of Fort Wayne, Indiana, on the 13th day of February, 1941, said Board determined the following as the exact terms of a franchise or contract to be entered into with General Cable Corporation and Essex Wire Corporation, to-wit:

THIS CONTRACT AND AGREEMENT, made and entered into this — day of February 1941, by and between the City of Fort Wayne, by and through its Board of Public Works, Party of the First Part, and General Cable Corporation and Essex Wire Corporation, parties of the Second Part. WITNESSETH:

WHEREAS, the Parties of the Second Part desire to procure and maintain a side track connecting the main tracks of the Pennsylvania Railroad Company with the manufacturing plants of said Second Parties in order to facilitate shipping to and from said plants of such property as Parties of the Second Part may desire:

AND, WHEREAS, said Railroad Company is willing to construct said side track and furnish such shipping facilities, now,

THEREFORE, in consideration of the covenants and agreements to be performed and complied with by the Parties of the Second Part as hereinafter provided, consent, permission, and authority are hereby granted and given by the Party of the First Part, to Parties of the Second Part, to continue to maintain and operate, or cause to be maintained and operated, a single track railroad across Wall Street and Swinney Avenue, now located between Phenix Street and the St. Mary's River, and from time to time hereafter to relocate, construct, maintain and operate, or cause to be operated, a single track railroad across said named streets, at any location west of Phenix Street and east of the St. Mary's River, but not further east than the present location of said switch track, in the City of Fort Wayne, Allen County, Indiana, such present location of said switch track being in accordance with the plan hereto attached and made a part hereof, on which plan the line and route of said present side track across said streets is marked and indicated by the red line thereon.

It is understood and agreed that the consent, permission and authority herein given and granted are upon the following terms and conditions:

1. If the Parties of the Second Part hereafter desire to relocate and reconstruct said track at any time during the term of this contract, they shall not in so doing obstruct the streets above mentioned for any length of time in excess of five (5) days consecutively.

2. Said track shall not be elevated above and shall be so constructed and maintained as to at all times conform with the established grade of the streets hereinafter named, as such grade shall from time to time exist, and in such a manner as to in no way be an impediment to the order and proper use thereof for all purposes by the public in passing along, upon, and across said track at any point hereof. That said track and the rails thereof shall conform with the grades of the streets now established or to be hereafter established by said City, and subject at all times to be taken up and relaid by said Parties of the Second Part at their own expense for the purpose of regading, paving, repaving or repairing such streets, and for the purpose of constructing or repairing sewers, laying or repairing water mains or other pipes, or for any public improvement; and in case it becomes necessary, in the opinion of said Board of Public Works, to take up said track for any of the purposes above enumerated, or in case said track shall not conform with the grade of said streets as above provided, said Board shall notify said Parties of the Second Part that it is, in the opinion of said Board, necessary to take up said track for any of said purposes, or that said track does not conform with the grade of said streets, as the case may be, and said Parties of the Second Part shall take up said track for such purpose within such reasonable time and for such reasonable length of time as the said Board may in said notice require in case such notice is to be repairs or improvements, as above stated; they shall make said track conform to any such grade within thirty (30) days from receiving such notice, in case such notice is as to the grade of such streets; and upon the failure of Second Parties so to do, said Board of Public Works shall have the right to take up such track, to make such improvements or repairs, or to make such track conform to such grade, and charge the costs thereof to said Second Parties, and in case said Second Parties shall fail to pay such costs or expenses within thirty (30) days from the time said Board shall have rendered a bill therefor, said City shall have a right of action to recover such costs or expense against Second Parties, together with a reasonable attorney fee for the collection thereof.

3. If said streets are hereafter paved or repaved, Second Parties shall pay for so much thereof as lies between the rails of said track, and for the space of two feet on each side thereof, and in case any such pavements are constructed, such track shall be removed and relaid to conform with the grade of such streets as paved and the foundation said of the expense of said parties under the lie of such track of ten (10) inches of concrete. That Second Parties shall repair said part of streets in the manner and at such times as the Board of Public Works may desire, and shall at all times keep said portions of said streets in good condition and repair, for the paving or repaving of said streets, the kind of material between the tracks, and for the space of two feet on the outside of the outer rails thereof, shall be determined by the Board of Public Works.

4. No cars shall be operated upon or over said street crossings, except cars devoted entirely to the shipping of property of, or to, the Second Parties, their tenants, lessees, successors and assigns, immediately before any car or cars shall be operated on said tracks, such illuminated signals shall be given to travelers on the highway of the approach of such car or cars, as may be ordered by said Board of Public Works from time to time.

5. The Parties of the Second Part shall so construct and maintain said tracks as not in any way to interfere with the drainage of surface waters on said street, and shall comply with the directions of the Board of Public Works as to the manner of constructing said track.

6. It is understood and agreed that the City of Fort Wayne retains full use of the easement now owned by it for the construction, maintenance, and repair of a sewer, gas, water, telephone and other electrical lines, poles and wires over or near which said track is located, or may hereafter be relocated and constructed, and the Second Parties agree to remove any part of said track that may be necessary to enable said City to repair, replace or reconstruct any of said lines, poles, wire, etc., from time to time, and upon the failure of Second Parties, their successors and assigns, so to do, after reasonable notice, the City may remove the same and shall have the right hereafter to collect from Second Parties their expenses and assigns, any amounts expended in so doing.

PROOF OF POSTING

GENERAL CABLE CORPORATION and
ESSEX WIRE CORPORATION FRANCHISE

ARTHUR W. PARRY
ATTORNEY AT LAW
FORT WAYNE, IND.

MERL A. BARNES

ARTHUR W. PARRY
ATTORNEY AND COUNSELOR-AT-LAW
STANDARD BUILDING
SUITE 515-517
FORT WAYNE, INDIANA

PHONES:
OFFICE A-4487
RESIDENCE H-3475

April 17, 1941

Board of Public Works
City Hall
Fort Wayne, Indiana
Attention Mr. Robert G. Beams, Chairman

Dear Mr. Beams:

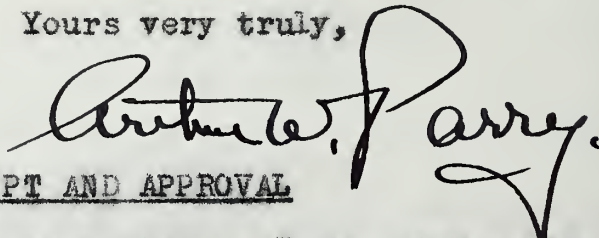
In compliance with paragraph 8 of the contract and franchise dated March 6, 1941, by and between the City of Fort Wayne, by and through its Board of Public Works, Party of the First Part, and General Cable Corporation and Essex Wire Corporation, Parties of the Second Part, I am pleased to enclose herewith a Contract Bond, duly executed by General Cable Corporation and by ~~Essex~~ Wire Corporation.

Will you kindly note the receipt and filing of this bond.

I am also furnishing three copies of this letter, with a notation at the bottom to be executed by the Board of Public Works, so that each of these corporations may have a record of the filing and approval of this bond under the provisions of said contract.

Will you kindly have the notations at the bottom of these three copies signed by the members of the Board and return to me to complete my clients' files, and oblige,

Yours very truly,



AWP:BJL
Enc.

RECEIPT AND APPROVAL

The undersigned, Board of Public Works of the City of Fort Wayne, hereby acknowledges receipt of the above letter and

Board of Public Works
April 17, 1941
Page 2

of the Contract Bond referred to therein, and approves said bond as in full compliance with paragraph 8 of the contract and franchise of March 6, 1941, referred to in said letter.

Dated this 17 day of April, 1941.

BOARD OF PUBLIC WORKS OF THE CITY
OF FORT WAYNE

By

[Signature]
Chairman

David Lewis

[Signature]
Members of said Board

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS:

That GENERAL CABLE CORPORATION, a New Jersey Corporation, with its principal office and place of business in the City of New York, New York, and ESSEX WIRE CORPORATION, a Michigan Corporation, with its principal office and place of business in the City of Detroit, Michigan, agree to, and do hereby, hold themselves bound unto the CITY OF FORT WAYNE, a municipal corporation of the State of Indiana, in the penal sum of Ten Thousand (\$10,000.00) Dollars, well and truly to be paid;

The condition of this obligation is such as that:

WHEREAS, the City of Fort Wayne, by and through its Board of Public Works, as Party of the First Part, entered into a certain written contract, under date of the 6th day of March, 1941, with the Obligors herein, as Parties of the Second Part, for the construction, maintenance, and relocation of a certain switch track across Wall Street and Swinney Avenue, in the City of Fort Wayne, Indiana, which contract and franchise was on the 25th day of March, 1941, duly ratified and approved by the Common Council of the City of Fort Wayne, by Ordinance adopted for that purpose;

AND, WHEREAS, by paragraph 8 of said contract or franchise it is provided that the Obligors herein, Second Parties in said contract, shall execute to the City of Fort Wayne, First Party in said contract, a bond in the penal sum of \$10,000.00, conditioned as therein provided;

NOW, THEREFORE, if the Obligors herein shall faithfully keep and perform the terms of said contract with the City of Fort Wayne, dated March 6, 1941, on their part to be kept and performed, then this obligation to be and become null and void; otherwise to remain in full force and effect;

IN WITNESS WHEREOF, said General Cable Corporation and Essex Wire Corporation have hereunto caused their corporate names to be signed, and their corporate seals affixed, by their officers thereunto duly authorized respectively, this 7th day of April, 1941.

ATTEST:

C. E. Bruck
Its Asst. Secretary

GENERAL CABLE CORPORATION

By [Signature]
Its Vice President

EBD

ATTEST:

[Signature]
Its Secretary

ESSEX WIRE CORPORATION

By [Signature]
Its Secy.

@/s
mskinder
wy atty
4-17-41

CONTRACT BOND

OBLIGORS: General Cable
Corporation and
Essex Wire Corporation

OBLIGEE: CITY OF FORT WAYNE

GENERAL ORDINANCE NO. _____

AN ORDINANCE Approving a contract between the City of Fort Wayne, Indiana, by and through its Board of Public Works, on the one part, and General Cable Corporation and Essex Wire Corporation, on the other, providing for the maintenance and operation, and the relocation, construction, maintenance and operation of a single track railroad across Wall Street and Swinney Avenue, said crossings to be approximately at the location of the present switch track, between Phenie Street and the St. Mary's River.

WHEREAS, HERETOFORE, on the 6th day of March, 1941, the City of Fort Wayne, Indiana, by and through its Board of Public Works, entered into a contract with General Cable Corporation and Essex Wire Corporation, which contract is in the following words:

64 THIS CONTRACT AND AGREEMENT, Made and entered into this day of February, 1941, by and between the City of Fort Wayne, by and through its Board of Public Works, Party of the First Part, and General Cable Corporation and Essex Wire Corporation, parties of the Second Part, WITNESSETH:

WHEREAS, the Parties of the Second Part desire to procure and maintain a side track connecting the main tracks of the Pennsylvania Railroad Company with the manufacturing plants of said Second Parties in order to facilitate shipping to and from said plants of such property as Parties of the Second Part may desire;

AND, WHEREAS, said Railroad Company is willing to construct said side track and furnish such shipping facilities, now,

THEREFORE, In consideration of the covenants and agreements to be performed and complied with by the Parties of the Second Part as hereinafter provided, consent, permission, and authority are hereby granted and given by the Party of the First Part, to Parties of the Second Part, to continue to maintain and operate, or cause to be maintained and operated, a single track railroad across Wall Street and Swinney Avenue, now located between Phenie Street and the St. Mary's River, and from time to time hereafter to relocate, construct, maintain and operate, or cause to be operated, a single track railroad across said named streets, at any location west of Phenie Street and east of the St. Mary's River, but not further east than the present location of said switch track, in the City of Fort Wayne, Allen County, Indiana, such present location of said switch track being in accordance with the plat hereto attached and made a part hereof, on which plat the line and route of said present side track across said streets is marked and indicated by the red line thereon.

It is understood and agreed that the consent, permission and authority herein given and granted are upon the following terms and conditions:

1. If the Parties of the Second Part hereafter desire to relocate and reconstruct said track, at any time during the term of this contract, they shall not, in so doing, obstruct the streets above mentioned for any length of time in excess of five (5) days consecutively.

2. Said track shall not be elevated above, and shall be so constructed and maintained as to at all times conform with, the established grade of the streets hereinabove named, as such grade shall from time to time exist, and in such a manner as to in no way be an impediment to the order and proper use thereof for all purposes by the public in passing along, upon, and across said track at any point thereof. That said track and the rails thereof shall conform with the grades of the streets now established or to be hereafter established by said City, and subject at all times to be taken up and relaid by said Parties of the Second Part at their own expense for the purpose of regrading, paving, repaving or repairing such streets, and for the purpose of constructing or repairing sewers, laying or repairing water mains or other pipes, or for any public improvement; and in case it becomes necessary, in the opinion of said Board of Public Works, to take up said track for any of the purposes above enumerated, or in case said track shall not conform with the grade of said streets as above provided, said Board shall notify said Parties of the Second Part that it is, in the opinion of said Board, necessary to take up said track for any of said purposes, or that said track does not conform with the grade of said streets, as the case may be, and said Parties of the Second Part shall take up said track for such purpose within such reasonable time and for such reasonable length of time as the said Board may in said notice require in case such notice is as to repairs or improvements, as above stated;

they shall make said track conform to any such grade within thirty (30) days time from receiving such notice, in case such notice is as to the grade of such streets; and upon the failure of Second Parties so to do, said Board of Public Works shall have the right to take up such track, to make such improvements or repairs, or to make such track conform to such grade, and charge the costs thereof to said Second Parties, and in case said Second Parties shall fail to pay such costs or expense within thirty (30) days from the time said Board shall have rendered a bill therefor, said City shall have a right of action to recover such costs or expense against Second Parties, together with a reasonable attorney fee for the collection thereof.

3. If said streets are hereafter paved or repaved, Second Parties shall pay for so much thereof as lies between the rails of said track, and for the space of two feet on each side thereof, and in case any such pavements are constructed, such track shall be removed and relaid to conform with the grade of such streets as paved, and the foundation laid at the expense of said parties under the ties of such track of ten (10) inches of concrete. That Second Parties shall repair said part of streets in the manner and at such times as the Board of Public Works may desire, and shall at all times keep said portions of said streets in good condition and repair. In the paving or repaving of said streets, the kind of material between the tracks, and for the space of two feet on the outside of the outer rails thereof, shall be determined by the Board of Public Works.

4. No cars shall be operated upon or over said street crossings, except cars devoted entirely to the shipping of property of, or to, the Second Parties, their tenants, lessees, successors and assigns. Immediately before any car or cars shall be operated on said tracks, such illuminated signals shall be given to travelers on the highway of the approach of such car or cars, as may be ordered by said Board of Public Works from time to time.

5. The Parties of the Second Part shall so construct and maintain said tracks as not in anyway to interfere with the drainage of surface waters on said streets, and shall comply with the directions of the Board of Public Works as to the manner of constructing said track.

6. It is understood and agreed that the City of Fort Wayne retains full use of the easement now owned by it for the construction, maintenance, and repair of a sewer, gas, water, telephone, and other electrical lines, poles and wires over or near which this track is located, or may hereafter be relocated and constructed, and the Second Parties agree to remove any part of said track that may be necessary to enable said City to repair, replace or reconstruct any of said lines, poles, wire, etc., from time to time, and upon the failure of Second Parties, their successors and assigns, so to do, after reasonable notice, the City may remove the same and shall have the right thereafter to collect from Second Parties, their successors and assigns, any amounts expended in so doing.

7. In the event that claim is made against said City for damages to any person, persons, or property arising out of the construction, maintenance or operation of said tracks or the operation of any cars thereon, by any person or corporation, the City shall give Second Parties written notice thereof within thirty (30) days after notice thereof has been served upon said City, and in the event that suit is filed against said City on account of any such injuries or damage, said City shall give notice to Second Parties of the filing of such action within thirty (30) days after the commencement thereof, and after receiving such notices Second Parties shall defend such action at their own expense and, in the event that thereafter judgment shall be rendered in such action against said City, Second Parties will indemnify and hold said City free and harmless therefrom.

8. Second Parties shall execute to the Party of the First Part a bond in the penal sum of Ten Thousand (\$10,000.00) Dollars conditioned for the faithful performance of the terms of this contract on their part to be kept and performed, and will thereafter furnish such sufficient surety thereon as said Board of Public Works may require from time to time.

9. If Second Parties fail hereafter to comply with and perform any of the provisions of this Contract, the consent, permission, and authority herein granted shall at once terminate, and Second Parties shall forfeit all rights hereunder, and thereupon shall cause the removal at their expense, of all track that may be laid hereunder, and place said streets in as good and safe condition for travel and of the same material as the remainder thereof.

10. It is understood that the rights granted to the Second Parties and the obligations upon them, shall be construed as being both joint and several, and that either may transfer to the other its rights under this contract, subject to the conditions herein set forth, and that the provisions limiting the use of said tracks to property shipped to or from the Second Parties herein shall be construed to include, however, property shipped to or from any of their tenants or lessees, but neither this Contract, nor the rights of the Second Parties hereunder, shall otherwise be transferred or assigned by Second Parties without the written consent of such Board of Public Works first being had and procured, and in the event that this contract is assigned and transferred upon written consent from the Board of Public Works, as above provided, the conditions herein shall be binding on the successors and assigns of said Parties of the Second Part.

11. The consent, permission, and authority hereby granted shall continue for a period of ten (10) years from the date hereof.

WITNESS our hand and seals.

CITY OF FORT WAYNE

BY Robert G. Beams

David Lewis

ATTEST:

Chas. F. Hess

Secretary of Board of Public
Works

J. H. Johnson

Board of Public Works

GENERAL CABLE CORPORATION

(Corporate Seal)

BY P. D. Rensenhouse

Its Vice-President

ESSEX WIRE CORPORATION

(Corporate Seal)

BY Addison E. Holton

Its President

Section 1. Be it ordained by the Common Council of the City of Fort Wayne, Indiana, that the Contract heretofore entered into on the 6th day of March, 1941, by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, and General Cable Corporation and Essex Wire Corporation, by and through their respective authorized officers, calling for the maintenance, relocation, construction, use and operation of a single track railroad across Wall Street and Swinney Avenue, said continued location, and any relocations thereof, to be at points between Phenie Street and the St. Mary's River, as fully set forth in the preamble hereto, be, and the same is hereby, in all things ratified and approved.

Section 2. That this Ordinance be in full force and take effect on and after its passage and approval by the Mayor.

